

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION

U.S. DISTRICT COURT
EASTERN DISTRICT-WI
FILED
2018 JAN 22 P 2:11

ERIC WILLIAMS
Plaintiff,
v.

STEPHEN C. DRIES
CLERK

ANMOL, LLC.
D/B/A ANMOL RESTAURANT
and
MOHAMMAD ASHRAF PATEL
Defendants

Case No. 18 CV 012

ANSWER
On Behalf of MOHAMMAD ASHRAF PATEL

NOW COME Defendant Mohammad Ashraf Patel appearing *Pro Se* for an answer to Plaintiff's Complaint, hereby admit, deny, and allege as follows:

1. As to Paragraph 1 of the Complaint, admit that Defendant (hereinafter "Defendant") Mohammad Ashraf Patel is the owner of Anmol, LLC d/b/a Anmol Restaurant and deny all allegations against Mohammad Ashraf Patel as an individual and therefore assert that Mohammad Ashraf Patel as an individual is not properly joined in this action.
2. As to Paragraph 2 of the Complaint, deny.
3. As to Paragraph 3 of the Complaint, deny.
4. As to Paragraph 4 of the Complaint, deny.
5. As to Paragraph 5 of the Complaint, deny.
6. As to Paragraph 6 of the Complaint, admit.
7. As to Paragraph 7 of the Complaint, admit.
8. As to Paragraph 8 of the Complaint, admit.

9. As to Paragraph 9 of the Complaint, deny on grounds that the allegations are vague and ambiguous and put Plaintiff to his proof thereof and asserts that at all times relevant to the allegations Mohammad Ashraf Patel acted in his capacity as the owner of Anmol, LLC., d/b/a Anmol Restaurant and not as an individual.
10. As to Paragraph 10 of the Complaint, deny.
11. As to Paragraph 11 of the Complaint, deny.
12. As to Paragraph 12 of the Complaint, deny.
13. As to Paragraph 13 of the Complaint, admit that Eric Williams is an adult but deny the remaining allegations on grounds of lack of sufficient knowledge.
14. As to Paragraph 14 of the Complaint, deny.
15. As to Paragraph 15 of the Complaint, deny.
16. As to Paragraph 16 of the Complaint, admit that Mohammad Ashraf Patel is the owner of Anmol, LLC, d/b/a Anmol Restaurant but deny the remaining allegations.
17. As to Paragraph 17 of the Complaint, admit.
18. As to Paragraph 18 of the Complaint, admit that Plaintiff worked for Anmol Restaurant on an intermittent basis but deny the remaining allegations as to Defendant Mohammad Ashraf Patel as a individual.
19. As to Paragraph 19 of the Complaint, deny.
20. As to Paragraph 20 of the Complaint, deny.
21. As to Paragraph 21 of the Complaint, deny.
22. As to Paragraph 22 of the Complaint, deny.
23. As to Paragraph 23 of the Complaint, deny.
24. As to Paragraph 24 of the Complaint, deny.
25. As to Paragraph 25 of the Complaint, deny.
26. As to Paragraph 26 of the Complaint, deny.

27. As to Paragraph 27 of the Complaint, Defendant Mohammad Ashraf Patel hereby realleges his responses to the allegations above and incorporate by reference each of the foregoing, as well as any of the allegations included in other claims below.
28. As to Paragraph 28 of the Complaint, deny.
29. As to Paragraph 29 of the Complaint, deny.
30. As to Paragraph 30 of the Complaint, admit that Plaintiff was an employee of Anmol Restaurant with intermittent employment for various periods but deny all allegations as to Mohammad Ashraf Patel as a individual.
31. As to Paragraph 31 of the Complaint, deny.
32. As to Paragraph 32 of the Complaint, deny.
33. As to Paragraph 33 of the Complaint, deny.
34. As to Paragraph 34 of the Complaint, deny.
35. As to Paragraph 35 of the Complaint, deny.
36. As to Paragraph 36 of the Complaint, deny.
37. As to Paragraph 37 of the Complaint, deny.
38. As to Paragraph 38 of the Complaint, Mohammad Ashraf Patel hereby realleges his responses to the allegations above and incorporate by reference each of the foregoing, as well as any of the allegations included in other claims below.
39. As to Paragraph 39 of the Complaint, deny.
40. As to Paragraph 40 of the Complaint, deny.
41. As to Paragraph 41 of the Complaint, deny.
42. As to Paragraph 42 of the Complaint, deny.
43. As to Paragraph 43 of the Complaint, deny.
44. As to Paragraph 44 of the Complaint, deny.
45. As to Paragraph 45 of the Complaint, deny.

46. As to Paragraph 46 of the Complaint, deny.
47. As to Paragraph 47 of the Complaint, deny.
48. As to Paragraph 48 of the Complaint deny.
49. As to Paragraph 49 of the Complaint, deny.
50. As to Paragraph 50 of the Complaint, deny.
51. As to Paragraph 51 of the Complaint, deny.
52. As to Paragraph 52 of the Complaint, deny.
53. As to Paragraph 53 of the Complaint, deny.
54. As to Paragraph 54 of the Complaint, deny.
55. As to Paragraph 55 of the Complaint, deny.
56. As to Paragraph 56 of the Complaint, deny on grounds that Plaintiff's statements are conclusory in nature and do not contain facts or allegations specific to this matter.
57. As to Paragraph 57 of the Complaint, deny.
58. As to Paragraph 58 of the Complaint, deny.
59. As to Paragraph 59 of the Complaint, deny.
60. As to Paragraph 60 of the Complaint, deny.

AFFIRMATIVE DEFENSES

61. Defendant Mohammad Ashraf Patel hereby realleges his responses to the allegations above and incorporate by reference each of the foregoing, as well as any of the allegations therein.
62. Defendant Mohammad Ashraf Patel is not properly joined in this action as Defendant's actions as the owner of Anmol, LLC d/b/a Anmol Restaurant are solely on behalf of Anmol, LLC.
63. Plaintiff asserts claims which are barred by the statute of limitations.
64. The Complaint does not contain sufficient specific factual allegations to support Plaintiff's claim for relief.

65. The Court may lack proper jurisdiction.

66. Defendant Mohammad Ashraf Patel reserves the right to amend his affirmative defenses as discovery continues.

WHEREFORE, Defendant Mohammad Ashraf Patel hereby requests the following relief:

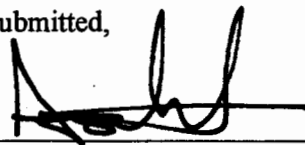
A. Judgment dismissing Plaintiff's Complaint and all claims against Anmol, LLC d/b/a Anmol Restaurant and Mohammad Ashraf Patel on their merits and with prejudice.

B. Judgment for costs in defending this action.

C. Such further relief as the Court may deem appropriate and equitable.

Dated this 22nd of January 2018.

Respectfully Submitted,



Mohammad Ashraf Patel
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